



PrimeCo Personal Communications
One Pierce Place
Suite 1100
Itasca, Illinois 60143

October 12, 2000

Mr. James Devine
General Manager - Wireless Service Providers
Ameritech Information Industry Services
350 North Orleans
Floor 3
Chicago, Illinois 60654

Re: Notice Pursuant to Section 13-515(c)

Dear Mr. Devine:

Pursuant to Section 13-515(c) of the Public Utilities Act (the "Act"), 220 ILCS 5/13-515(c), PrimeCo Personal Communications ("PrimeCo") hereby notifies Ameritech Information Industry Services ("Ameritech") that Ameritech's provision of DS1 service to PrimeCo is unreasonably poor in quality and impedes PrimeCo's ability to effectively compete in the wireless telecommunications market in Illinois. As you are aware, Ameritech and PrimeCo have engaged in numerous discussions regarding Ameritech's poor service quality. Despite various promises of improvement, Ameritech's DS1 performance continues to deteriorate. Accordingly, PrimeCo provides Ameritech with this statutory notice to correct the service quality issues described herein within 48 hours or PrimeCo's only viable option is to file its complaint regarding these issues before the Illinois Commerce Commission pursuant to Section 13-515 of the Act.

Ameritech's monthly Performance Reports provided to PrimeCo clearly demonstrate the gravity of the problem. The data contained in the August Report indicates the following:

- **Maximum Time to Restore.** This is a measure of the percentage of Ameritech outages that take longer than three hours to restore. For the twelve-month period ended August 31, 2000, [REDACTED] of all Ameritech outages took longer than three hours to restore.
- **Mean Time to Restore.** This is the average time interval that it takes Ameritech to restore service. For the twelve-month period ended

number of circuits PrimeCo has in service, and accounting for repeat failures on the same circuits, this number indicates that [REDACTED] of all of the DS1 circuits Ameritech provisioned to PrimeCo experienced at least one failure during that time period.

- **Failure Rate.** The failure rate is the number of failures divided by the number of circuits in service in any given month. For the month of July 2000, PrimeCo experienced [REDACTED] failures on [REDACTED] circuits. Thus, PrimeCo experienced in excess of two failures each day. Ameritech's failure rate for July was [REDACTED]. Over the twelve months ending August 31, 2000, Ameritech's cumulative failure rate was almost [REDACTED].
- **Repeat Failure Rate.** Ameritech's definition of a repeat failure is when a circuit fails more than once within 30 calendar days, counting each outage after the first one. During the twelve months ended August 31, 2000, Ameritech's repeat failure rate was [REDACTED]. Over the three months ended August 31, 2000, Ameritech's repeat failure rate was over [REDACTED]. Clearly, Ameritech's performance is deteriorating rapidly.

Ameritech's performance is unacceptable, substandard and impedes PrimeCo's ability to compete effectively in the Illinois wireless market. In addition, Ameritech is not meeting the "guarantees" set forth in the contract under which Ameritech furnishes DS1 High Capacity Digital Services to PrimeCo. In that Ameritech/PrimeCo contract, dated September 11, 1998, Ameritech made three performance "guarantees," none of which Ameritech is meeting:

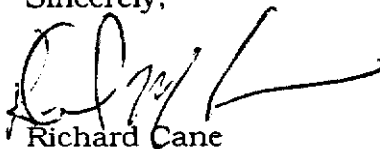
1. Ameritech guaranteed that Service Interruptions would not occur "to the same individual circuit in any three (3) months during a twelve (12) month period ('3 in 12 Chronic Circuit Guarantee')," Contract, § 13.3. Over the 12-month period ending September 30, 2000, a total of [REDACTED] of Ameritech's DS1 circuits had repeat failures in three or more months. Thus, Ameritech failed to satisfy its 3 in 12 Chronic Circuit Guarantee for at least these [REDACTED] circuits.
2. Ameritech guaranteed that the number of circuits with service interruptions in any given month would not "exceed five percent (5%) of the total number of circuits in service for any six (6) months during each twelve (12) month period ('6 in 12 Failure Rate Guarantee')," Contract, § 13.4. Ameritech's Performance Reports indicate that during [REDACTED] period since the Contract's execution, Ameritech failed to satisfy its 6 in 12 Failure Rate Guarantee.
3. Ameritech guaranteed that the monthly Service Interruption Rate ("Percentage Unavailability") would not "exceed 0.02% in any six (6) months during a twelve-month period ('6 in 12 Service Interruption Guarantee')," Contract, § 13.5. For the twelve-month period ended August 31, 2000, Ameritech's cumulative Service Interruption rate was nearly [REDACTED]. From the time of the

Contract's execution, Ameritech has consistently failed to satisfy this performance guarantee.

In light of the number of failures of Ameritech DS1 circuits, the many hours of outage that result therefrom and Ameritech's failure to improve its performance, Ameritech's provisioning of DS1 circuits to PrimeCo is wholly inadequate, unreasonable and is impeding PrimeCo's ability to effectively compete in the wireless telecommunications market in Illinois. Therefore, through its conduct, Ameritech is knowingly impeding the development of competition in a telecommunications service market in violation of Section 220 ILCS 5/13-514 of the Public Utilities Act.

Pursuant to Section 13-515(c) of the Act, PrimeCo is hereby notifying you of the service quality issues set forth above and giving Ameritech 48 hours to correct the situation. Again, unless there is significant improvement in service quality on the DS1 circuits within 48 hours, PrimeCo will pursue its statutory remedies before the Illinois Commerce Commission. Please do not hesitate to call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Cane', with a long horizontal flourish extending to the right.

Richard Cane
Technical Director

cc: Maria Capoccia, Vice President - Wireless & Payphone Service Provider, SBC
Kraig Pyer, Vice President & General Manager, PrimeCo Midwest
Kevin Parzyck, Director-Network Engineering & Impl., PrimeCo Midwest
Kenneth Borner, Director-Network Operations & Performance, PrimeCo Midwest
John W. McCaffrey, Hopkins & Sutter